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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 In re GROUPON MARKETING AND
SALES PRACTICES LITIGATION

No. 3:11-md-02238-DMS-RBB

DECLARATION OF JOHN J. STOIA,
JR. IN SUPPORT OF JOINT MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

JUDGE: The Hon. Dana M. Sabraw
CTRM: 13A
DATE: October 9, 2015
TIME: 1:30 p.m.

1 I, John J. Stoia, Jr., hereby declare as follows:

2 1. I, John J. Stoia, Jr., am an attorney duly licensed to practice before all the
3 courts of the State of California and the Southern District of California. I serve as of
4 counsel to the law firm of Robbins Geller Rudman & Dowd LLP (“Robbins Geller” or
5 “Class Counsel”). I submit this declaration in support of the Parties’ Joint Motion for
6 Preliminary Approval of Class Action Settlement. I have personal knowledge of the
7 matters stated herein and, if called upon, could and would competently testify thereto.

8 2. On June 24, 2011, the Court issued an Order (Dkt. No. 10) appointing
9 Robbins Geller as Interim Class Counsel for the plaintiffs in the actions pending in the
10 above-captioned MDL proceedings and subsequently appointed Robbins Geller as
11 Class Counsel in conjunction with its order granting preliminary approval of the 2012
12 Proposed Settlement Agreement (Dkt. No. 42).

13 3. Following the Ninth Circuit remand, the Parties entered into renewed
14 settlement discussions to determine whether the actions could be resolved in
15 accordance with the Ninth Circuit’s ruling. I participated in all of these settlement
16 discussions. The arm’s-length negotiations with Defendants’ Counsel spanned more
17 than four months, including multiple versions of the term sheet and the Stipulation of
18 Class Action Settlement Agreement, and its exhibits (“Settlement Agreement”), and
19 our efforts ultimately resulted in the executed Settlement Agreement between the
20 Parties.

21 4. In this Settlement Agreement, Plaintiffs’ Attorney’s Fees and Expenses,
22 as well as the Class Representative Awards, remain the same as the 2012 Proposed
23 Settlement Agreement even though my firm has incurred substantial fees and
24 expenses prosecuting these actions and negotiating the Settlement Agreement since
25 December 2012.

26 5. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement
27 Agreement, and the exhibits thereto.

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1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing is true and correct. Executed this 11th day of September,
3 2015, at San Diego, California.

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5 s/ John J. Stoia, Jr.
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7 JOHN J. STOIA, JR.
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